

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

SCOTTSDALE INSURANCE  
COMPANY,

Plaintiff,

vs.

LINCOLN WOOD;  
NICOLE JENNINGS WADE;  
JONATHAN D. GRUNBERG;  
and G. TAYLOR WILSON

Defendants.

**Civil Action No.**

**1:22-CV-03217-LMM**

**DEFENDANT L. LIN WOOD, JR.'S RESPONSE TO PLAINTIFF  
SCOTTSDALE INSURANCE COMPANY'S MOTION TO AMEND  
COMPLAINT**

Defendant L. Lin Wood, Jr. hereby files his Response to Plaintiff SCOTTSDALE INSURANCE COMPANY's ("SCOTTSDALE") Motion to Amend Complaint for Declaratory Judgment, and in support thereof states the following:

Plaintiff SCOTTSDALE moved the Court for leave to amend its Complaint for declaratory Judgment, to (a) reflect Defendant Lincoln Wood's citizenship in [Georgia (SCOTTSALE apparently intended to say South Carolina, not Georgia)]; and (b) add allegations showing that the facts in the two underlying lawsuit[s] are related to each other so as to support Scottsdale's "notice" defense to coverage.

Plaintiff SCOTTSDALE advances that, based on Defendant Wood's attestation that he resides in South Carolina *where he is also registered to vote and holds a driver's license*, acknowledging that *it thus appears that he is in fact a citizen of South Carolina notwithstanding his ownership of property in Georgia and his law practice in Georgia*, and asks the Court for leave to amend the Complaint for Declaratory Judgment to state that Defendant Wood is a citizen of South Carolina.

In no uncertain terms, Defendant Wood is a resident and citizen of the State of South Carolina, where he is permanently domiciled, i.e., where he eats and sleeps on a daily basis, since February 2021, with the few exceptions when he travels out of his South Carolina home and visits other states, including the State of Georgia. Defendant Wood does not object that the Complaint reflect that he is a citizen of the State of South Carolina, where he is domiciled and permanently resides.

As to Plaintiff SCOTTSDALE'S second alleged reason to seek leave to amend its Complaint for Declaratory Judgment, Defendant Wood concurs with the improperly-added straw Defendants, Nicole J. Wade, Jonathan D. Grunberg, and G. Taylor Wilson, that Plaintiff SCOTTSDALE seems to be the only party who cannot fathom the difference between language that constitutes a breach of contract and language that constitutes libel per se under Georgia law. SCOTTSDALE'S Motion to Amend seeks to add claims that that the Fulton County Lawsuit filed by the WGWL Defendants against Defendant Wood and L. Lin Wood, P.C. is essentially the same

as the WGW Defendants' suit in federal court against Defendant Wood. However, the Fulton County Lawsuit asserts claims for, *inter alia*, breach of contract and fraud for failure to honor a settlement agreement, and breach of the non-disparagement clause for the statements Defendant Wood made about the WGW Defendants in 2020. *See, e.g.*, Doc. 1-3. However, the Federal Lawsuit is an action solely for defamation only relating to 19 specific statements Defendant Wood allegedly made on the social media platform Telegram in 2021. The claims against Defendant Wood for his alleged comments in the Fulton County Lawsuit are based solely on breach of the non-disparagement agreement, and Plaintiff SCOTTSDALE cannot show that they were potentially covered by its policy of insurance. Therefore, the claims in the two lawsuits are fundamentally separate and distinct as they relate to different claims (breach of contract versus libel), different items of proof, different statutes of limitation, and different statements made at different times.

Additionally, the allegations Plaintiff SCOTTSDALE seeks to add are incorrect. The Federal Lawsuit is a defamation *per se* action related to the 19 specific statements allegedly made in 2021 as set forth in the Federal Lawsuit Complaint (Doc. 1-3), and the Fulton County Lawsuit does not allege claims for defamation, does not seek damages for Defendant Wood's statements set forth in the Federal Lawsuit, and instead seeks claims against L. Lin Wood, P.C. and Defendant Wood for, *inter alia*, breach of contract and fraud. Further, the preliminary injunction

issued in the Fulton County Lawsuit was issued in October 2020, which was approximately seven (7) months prior to when any of the statements set forth in the defamation *per se* claim in the Federal Lawsuit were made by Defendant Wood. *See, e.g.*, Doc. 1-2, Doc. 1-3. Moreover, the breach of the non-disparagement claim set forth in the Fulton County Lawsuit does not include any of the statements that are at issue in the Federal Lawsuit.

Further, all of the information that Plaintiff SCOTTSDALE relies upon to seek leave to amend its Complaint for Declaratory Judgment has been in Plaintiff's possession since the outset of this case. SCOTTSDALE could have included these proposed allegations regarding the Fulton County Lawsuit and the Federal Lawsuit, but it chose not to when it filed the Complaint for Declaratory Judgment.

For the aforementioned reasons, Plaintiff SCOTTSDALE'S Motion should only be granted with respect to its amending Defendant Wood's domicile, residency, and citizenship to the State of South Carolina, and denied with respect to its request to add allegations that are not only unsupported, but more importantly, which were known to Plaintiff SCOTTSDALE when it filed its Complaint for Declaratory Judgment.

WHEREFORE, the Court should only grant Plaintiff SCOTTSDALE'S motion with respect to its amending Defendant Wood's domicile, residency, and citizenship to the State of South Carolina, and should deny it with respect to Plaintiff

SCOTTSDALE'S request to add allegations which were known to it when it filed its Complaint for Declaratory Judgment.

Respectfully submitted this 6<sup>th</sup> day of January, 2023.

/s/ Ibrahim Reyes

Ibrahim Reyes, Esquire  
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/s/ L. Lin Wood, Jr.

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### **CERTIFICATE OF COMPLIANCE**

I HEREBY CERTIFY, pursuant to Local Rule 7.1(D), that the foregoing has been prepared in accordance with Local Rule 5.1(C) (Times New Roman font, 14 point).

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 6<sup>th</sup> day of January, 2023, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will send a notice of such filing to all attorneys of record in this case.

/s/ Ibrahim Reyes

Ibrahim Reyes, Esquire

/s/ L. Lin Wood, Jr.

L. Lin Wood, Jr.